

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

BIRDIES IN THE PINES, LLC,

*Plaintiff,*

v.

NORTHFIELD INSURANCE COMPANY,

*Defendant.*

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CIVIL ACTION NO. 2:24-cv-45-JRG

**ORDER**

Before the Court is Plaintiff's Motion to Remand (the "Motion"). (Dkt. No. 6.) In the Motion, Plaintiff requests that the Court remand this case back to the 71st Judicial District Court [of] Harrison County, Texas in view of a forum selection clause in a contract between Plaintiff and Defendant. (*Id.* at 1–3.) In response, Defendant states that it "does not oppose the relief sought by Plaintiff's Motion to Remand" and that it "hereby stipulates and agrees to the remand of this case to the 71st Judicial District Court of Harrison County, Texas." (Dkt. No. 7 at 1.)

Having considered the Motion, and noting its unopposed nature, the Court finds that it should be and hereby is **GRANTED**. It is therefore **ORDERED** that the above-captioned case be **REMANDED** to the 71st Judicial District Court of Harrison County, Texas. The Clerk is directed to take such steps as are necessary to effectuate this Order.

**So ORDERED and SIGNED this 14th day of March, 2024.**

  
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RODNEY GILSTRAP  
UNITED STATES DISTRICT JUDGE